IN THE UNITED STATES COURT FOR THE DISTRICT OF UTAH

CENTRAL DIVISION

COUNTRYWIDE HOME LOANS, INC., et. al., Plaintiffs, vs. ARBITRATION ALLIANCE INTERNATIONAL, LLC, et. al., Defendants.	MEMORANDUM DECISION AND ORDER ON ALL PENDING MOTIONS AND ORDER OF PRELIMINARY INJUNCTION Case No. 2:04-CV-152 TS

This matter is before the Court on numerous motions filed by both Plaintiffs and Defendants Darren and Ernell Kamalu. The Court will first recite the procedural history of the case, and will then deal with each pending motion, in turn. Finally, the Court will consider the issuance of a preliminary injunction.

BACKGROUND

Plaintiff Countrywide Home Loans, Inc. (hereinafter "Countrywide") is a New York corporation, with its principal place of business in California. Plaintiff Stanford L. Kurland (hereinafter "Kurland") is an a resident of California, and is the Chief Executive Officer of

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Countrywide. Defendants Darren and Ernell Kamalu, (hereinafter collectively "the Kamalu Defendants") husband and wife, are residents of Hawaii, and brought the purported arbitration action against Plaintiffs. The remaining Defendants are affiliated with Arbitration Alliance International, LLC (hereinafter "AAI").

Plaintiffs filed their Complaint on February 10, 2004, seeking, among other things, declaratory and injunctive relief, and claiming abuse of process and intentional interference with economic relations on the part of the Defendants. Thereafter, on February 13, 2004, Plaintiffs filed a Motion to Vacate Purported Arbitration Award, and a "Motion to Stay Proceedings to Enforce Purported Arbitration Award, Including Ex Parte Motion of Plaintiffs For Issuance of a Temporary Restraining Order and Preliminary Injunction." On February 23, 2004, the Court issued an Order Denying Plaintiffs' Ex Parte Motion For A Temporary Restraining Order, finding that Plaintiffs had not met the "immediate and irreparable harm" requirement for a TRO to issue.

On March 11, 2004, Defendants AAI and Winston Shrout (hereinafter "Shrout") filed separate "refusal[s] for cause" in lieu of formal Answers. Those documents, which contain identical wording, are addressed to "Clerk Marcus Zimmer." No formal response or pleadings have been filed by any defendant other than Defendants Darren and Ernell Kamalu. In response to the above-referenced "refusals for cause," Plaintiffs filed a Motion to Strike Answers of Winston Shrout and of Arbitration Alliance International, LLC, and To Confirm Their Entries of Appearance, on March 16, 2004.

On March 15, 2004, Defendant Darren Kamalu filed a Motion to Strike certain portions of Plaintiffs' Complaint.

On March 24, 2004, Defendant Darren Kamalu filed a Motion to Confirm the purported arbitration award. On March 25, 2004, Defendant Ernell Kamalu filed a Motion to Strike certain portions of Plaintiffs' pleadings, which is supported by memoranda filed separately by both Ernell and Darren Kamalu.

The docket reflects that Defendants Darren and Ernell Kamalu were personally served with Plaintiffs' Complaint on March 8, 2004, with their Answers due on March 29, 2004. Although Defendants Darren and Ernell Kamalu have filed extensive pleadings in this case, they have not yet filed formal Answers to Plaintiffs' Complaint. However, Plaintiffs have not made a Motion for Default Judgment, so the Court will proceed to the merits of the pending motions.

DISCUSSION

I. Motions to Strike

A. Defendant Darren Kamalu's March 15, 2004, Motion to Strike.

On March 15, 2004, Defendant Darren Kamalu filed a Motion to Strike certain "passages" in Plaintiffs' Complaint for being "redundant, immaterial, impertinent, and scandalous," pursuant to Fed. R. Civ. P. Rule 12(f).

Having reviewed Plaintiffs' Complaint and the instant Motion, the Court finds that the passages referenced in the Motion are not "redundant, immaterial, impertinent, and scandalous" to a degree that would warrant striking them. While the Introduction portion of the Complaint does contain statements regarding the alleged "freemen," those statements are brought in the

context of Plaintiffs' theory of the case, which Defendants are free to challenge in the course of motions and other pleadings. The Court finds that there is nothing in the Plaintiffs' Complaint that warrants striking pursuant to Fed. R. Civ. P. Rule 12(f). Therefore, Defendant Darren Kamalu's March 15, 2004, Motion to Strike is DENIED.

B. Plaintiffs' March 16, 2004, Motion to Strike Answers of Winston Shrout and of Arbitration Alliance International, LLC, and To Confirm Their Entries of Appearance.

On February 19, 2004, a document entitled "Summons In a Civil Case" was issued by the Clerk of Court, directing Defendants to answer to the Complaint within 20 days of service. That Summons shows that Defendants Shrout and AAI (apparently signed for by Defendant Rebecca Nelson) were personally served by a civil process server on March 8, 2004 at 12:09 p.m. Rather than filing an Answer or other responsive pleading, Defendants Shrout and AAI instead filed, on March 11, 2004, a document referred to in the docket at "notice of filing . . . re: refusal for cause." In those documents, the identical language is repeated:

> "Please file this refusal for cause in the case jacket of CASE NUMBER 2:04CV00152 TS. This is evidence if this presenter claims I have obligations to perform or makes false claims against me in the future. A copy of this instruction has been sent with the original refusal for cause to the presenter in a timely fashion."

No other pleading or document has been filed by any defendant other than Defendants Darren and Ernell Kamalu. As such, Defendants Shrout and AAI have not responded to Plaintiffs' Motion to Strike and Motion to Confirm Their Entries of Appearance.

Fed. R. Civ. P. 12(f) authorizes the Court, upon motion of a party or "upon the court's own initiative at any time" to "order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter."

The Court finds that the refusals "for cause" filed by Defendants Shroud and AAI are entirely non-responsive and are, further, redundant, immaterial and impertinent. Therefore, the Court will GRANT Plaintiff's March 16, 2004, Motion and will strike the contents of the documents, and will deem the documents as entries of appearance for Defendants Shroud and AAI, those parties having acknowledged receipt of service of the Complaint therein. The Court further ORDERS Defendants Shroud and AAI to file pleadings responding to the merits of the claims asserted in Plaintiffs' Complaint within ten (10) days of this Order, or a default judgment may issue.

C. Defendant Ernell Kamalu's March 25, 2004, Motion to Strike.

On March 25, 2004, Defendant Ernell Kamalu filed a Motion to Strike certain portions of Plaintiffs' pleadings, mostly surrounding (as best the Court can surmise) Plaintiffs' Motion to Vacate. This Motion is supported by memoranda filed separately by both Defendants Ernell and Darren Kamalu. Although no authority is set forth in the Motion, the Court deems the Motion as one made pursuant to Fed. R. Civ. P. Rule 12(f).

The thrust of the Motion is the Kamalu Defendants' objection to Plaintiffs' use of the term "sham" to refer to the purported arbitration award[1] in this case. The Motion to Strike and

[1] Because the Court finds herein that the award allegedly awarded by AAI is void and unenforceable, the Court refers throughout this Order to the "award" issued by AAI on January 22, 2004, to Defendants Kamalu as the "purported arbitration award."

supporting memoranda attempt to argue the merits of whether or not the purported arbitration award is valid. The grounds set forth for many of the proposed sections to be stricken are simply "it incorporates problematic passages by reference."

Having reviewed all the pleadings at issue and this Motion, the Court finds that there exist no grounds upon which to strike the portions of Plaintiffs' pleadings sought by in Defendant Ernell Kamalu's Motion. Therefore, the Defendant Ernell Kamalu's March 25, 2004, Motion to Strike is DENIED.

II. Motion to Vacate

A. Background.

It is undisputed that, on or about June 2, 2003, Plaintiff Countywide loaned to the Kamalu Defendants, husband and wife, the principal sum of $198,550.00. In return, the Kamalu Defendants executed a "Note," promising to repay the mortgage loan, along with accompanying documents securing the repayment of the loan with the Kamalu Defendants' real property. None of the mortgage documents contain any language, terms or provisions that subject either party to arbitration to resolve any disputes arising out of the mortgage loan agreement.

However, the Kamalu Defendants contend that documents subsequent to the mortgage loan agreement somehow confer upon Plaintiffs, not only a duty to pay the amount of $200,986.45 to the Kamalu Defendants, but also to submit to binding arbitration by AAI.

There are three primary documents upon which the Kamalus base their claims: 1) the "Payoff Demand Statement"[2] from Plaintiff Countrywide, dated September 3, 2003;[3] 2) a document dated September 19, 2003, entitled:

Commercial Presentment
PAYOFF DEMAND STATEMENT
"September 3, 2003,"
"COUNTRYWIDE HOME LOANS, INC."
"Account Number 26005802-09"
"Balance: $ 200,986.45"

and bearing the "SEC Tracking Nbr: DKK-20030908-01-AV"(referred to as a "contract" by Defendant Darren Kamalu);[4] and 3) a "Notary Presentment/Acceptance, Proof of Service/Mailing and Witness of Contents," dated September 25, 2003.[5]

The letter entitled "Commercial Presentment" states as follows:

> I am in receipt of your correspondence [the Payoff Demand Statement]. In looking through the documents you sent me, I did not find your check or money order enclosed. . . .
>
> * * *
>
> Your corporation is operating in bankruptcy. My acceptance of your offer puts you into the obligatory position to adjust this account, and to provide to me the products of your offer. My account is prepaid. I have supplied my tax exemption to you for the adjustment of this account, else you shall be deemed to be in obstruction of bankruptcy.

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[2] Plaintiff Countrywide contends that a Payoff Demand Statement is sent to a customer only upon request by the debtor. See Supplemental Affidavit of Sabrina Morgan at ¶ 8.

[3] See Exhibit B to Defendant Darren Kamalu's Opposition to Motion to Vacate.

[4] See Exhibit C to Defendant Darren Kamalu's Opposition to Motion to Vacate.

[5] See Exhibit A to Defendant Darren Kamalu's Opposition to Motion to Vacate.

* * *

The UNITED STATES is bankrupt; the STATE OF CALIFORNIA is bankrupt; the STATE OF HAWAII is bankrupt; COUNTYWIDE HOME LOANS, INC. is bankrupt; DARREN KEHAU KAMALU is bankrupt.

The fundamental principle of bankruptcy is that there can be no adversarial proceedings in bankruptcy. Dishonor of my acceptance is adversarial and obstruction of bankruptcy. Dishonor of my acceptance will serve to fund the involuntary bankruptcy against your public hazard bond and the liquidation of your equity.

You are the holder of my account, and as such you are my fiduciary. Please issue a check and pay this account. . . .

* * *

COUNTRYWIDE HOME LOANS, INC. agrees to submit to binding arbitration if the 'acceptance of value' of this case is dishonored[.] COUNTRYWIDE HOME LOANS, INC. further agrees to waive all rights to a trial before a judge or jury, to observe this agreement and the arbitration Code of Procedure, and to abide by and perform any award rendered by the Arbitrator(s) or a judgment entered by a court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

Darren Kehau Kamalu, Agent grants COUNTRYWIDE HOME LOANS, INC. ten (10) days, exclusive of the day of receipt to respond to the statements, claims and demands above. Failure to respond will constitute as an operation of Law, the admission of COUNTRYWIDE HOME LOANS, INC. by *tacit procuration* to the statement, claims and demands shall be deemed *Res Judicata, Stare Decisis*. . . . Failure to respond will constitute an ***Estoppel by Acquiescence*** and ***Judgment by Estoppel***.

(emphasis in original). This document is signed only by Defendant Darren Kamalu as "Agent, Secured Party."

There is no evidence before the Court to suggest or establish that any party to this action is operating in bankruptcy. Even if bankruptcy did operate to stay adversarial court proceedings regarding the mortgage agreement, it would not operate to turn the tables so that Plaintiff Countrywide would somehow owe the Kamalu Defendants the balance of the loan.

On October 17, 2003, Defendant Darren Kamalu purported to file with AAI an arbitration case making various claims against Plaintiffs for "dishonor and default" and seeking damages in the principal amount of $200,986.45, plus an additional $602,959.80 for "commercial damages." See Exhibit H to Plaintiffs' Memorandum in Support of Motion to Allow Service of Process and Other Papers By and Through United States Marshals Service. Plaintiffs have provided evidence that AAI, with its principle place of business in St. George, Utah, was not even incorporated under the laws of the State of Utah until October 20, 2003 – *after* the purported arbitration claim was filed. See Exhibit A to Plaintiffs' Memorandum in Support of Motion to Vacate.

After the purported arbitration was initiated by Defendant Darren Kamalu, Plaintiffs initiated a series of letters directed to AAI, wherein they emphatically objected to the arbitration, stating repeatedly that they had not agreed to arbitrate the issue. Those letters contained unequivocal statements by Plaintiffs objecting to arbitration, such as: "There is nothing within either the Mortgage or the Note underlying this loan that subjects the parties to binding arbitration – let alone to such a proceeding before [AAI]. Moreover, Countrywide has not, is not and will not consent to arbitrate any claim relating to this loan or otherwise with Mr. Kamalu;"

"we have not nor will not [sic] agree to arbitrate the purported dispute filed as the above-referenced claim;" "There is no agreement that binds [Countrywide] to arbitrate this dispute;" "we believe it is wholly inappropriate for you to have commenced with the arbitral process . . . WE DO NOT WISH TO PARTICIPATE IN AN ARBITRATION WITH THIS CLAIMANT, WE HAVE NOT AGREED TO PARTICIPATE IN SUCH A PROCEEDING . . .;" "As indicated before, Countrywide is not a party to any agreement under which Mr. Kamalu is entitled to raise an arbitration claim with this or any other arbitral body" (emphasis in original).

However, on January 22, 2004, AAI issued a purported "Award" which awarded damages in favor of Defendant Darren Kamalu in the amount of $200,986.45. Plaintiffs filed this action to prevent enforcement of the purported arbitration award entered by AAI in favor of Defendant Darren Kamalu, and against Plaintiffs.

B. Arbitration under the Federal Arbitration Act.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, *infra*, which Defendant Darren Kamalu references in his "Commercial Presentment" "contract," and which AAI itself expressly incorporates and binds itself to in its own rules of procedure (See Exhibit B to Plaintiffs Memorandum in Support of Motion to Vacate), sets forth specific requirements before arbitration may be sought to be binding upon a party. Section 2 sets forth that

> A *written* provision in any . . . contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an *agreement in writing to submit to arbitration* an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

(emphasis added.)

Section 10 allows for the United States District Court in the district where the award was made to vacate said award upon the application of any party to the arbitration in circumstances where, *inter alia*, "the award was procured by corruption, fraud or undue means;" "[w]here the arbitrators were guilty of misconduct . . . in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;" or "[w]here the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made."

It is well-settled in the binding caselaw "that 'arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.'" AT&T Technologies v. Communications Workers of America, 475 U.S. 643, 648 (1986), quoting United Steelworkers v. Warrior & Gulf Navig. Co., 363 U.S. 574, 582 (1960). Further, "[t]his axiom recognizes the fact that arbitrators derive their authority to resolve disputes only because the parties have agreed in advance to submit such grievances to arbitration." Id.

Arbitration would only be appropriate, then, if the parties expressly agreed in advance to such arbitration. On this issue, the parties disagree strenuously. Therefore, the Court is called upon to determine whether a valid agreement to arbitrate existed between the parties.

Having carefully reviewed the file, the pleadings of the parties, and the exhibits attached thereto, the Court finds that there was no valid, binding agreement to arbitrate between the parties. As such, the purported award is void, invalid and unenforceable and is hereby VACATED by the Court.

As previously discussed, there is no agreement to arbitrate contained in the original mortgage agreement documents. The validity of those documents has not been disputed. Defendants allege that an agreement to arbitrate vested in the unilateral statements of Defendant Darren Kamalu in the three documents referenced above. The Court finds that there is simply no authority whatsoever to support such an argument. Despite Defendant Darren Kamalu's strenuous assertions to the contrary, and his citing of irrelevant legal authority, the Court finds that those documents do not, in fact or law, place upon Plaintiffs a binding obligation to waive their rights to Article III adjudication. Further, those documents do not create a contract between the parties, as they are extra-legal, let alone a binding arbitration agreement, to which *both* parties must expressly agree – not by waiver, estoppel, or any other collateral means.

Further, the Court finds that the factors set forth at 9 U.S.C. § 10 weigh heavily in favor of the Court's decision to vacate the purported arbitration award. Specifically, the Court finds that the purported arbitration award was procured by undue means, in violation of Plaintiffs' due process rights. The Court also finds that the arbitrators exceeded their powers so that a "definite award upon the subject matter submitted was not made."

In sum, the Court finds that Plaintiffs have not bound themselves to arbitration of any dispute with the Kamalu Defendants by any arbitral body. Consequently, AAI lacks authority and jurisdiction to have issued such a purported arbitral award.

III. Motion to Confirm

As the Court has just ruled that the purported arbitration award is void and unenforceable, and has vacated the same, the Court will DENY Defendant Darren Kamalu's Motion to Confirm.

IV. Motion for Preliminary Injunction

As set forth above, the Court has granted Plaintiffs' Motion to Vacate the purported arbitration award and has found said "award" to be void and unenforceable. However, there remain a number of causes of action yet to be litigated and parties yet to be served. Therefore, the Court will now consider Plaintiff's Motion for Preliminary Injunction.[6]

The Court finds that the parties have received adequate notice as is required by Fed. R. Civ. P. 65(a)(1). Indeed, in response to Plaintiff's Motion for Preliminary Injunction, the Kamalu Defendants have filed numerous responsive pleadings. The record before the Court is sufficient for the Court to make its determination, and a hearing would not aid the Court and, therefore, is not necessary. Further, the Court notes that, in his pleadings, Defendant Darren Kamalu indicated that he (and, presumably, his wife) would not be present at such a hearing, even if one were held.

The Court notes that this discussion and determination applies only to the Kamalu Defendants, and the Motion for Preliminary Injunction has not been considered as to the remaining Defendants, all of whom have either not been served or have been granted additional time in which to respond, and none of which have had default judgments entered against them.

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[6] Plaintiff's Motion is styled, "Motion to Stay Proceedings to Enforce Purported Arbitration Award, Including Ex Parte Motion for Issuance of a Temporary Restraining Order and Preliminary Injunction." As previously noted, the Court denied Plaintiff's Motion for Temporary Restraining Order on February 23, 2004. The remaining portions of Plaintiff's Motion will be referred to by the Court as Plaintiff's Motion for Preliminary Injunction.

A. Discussion.

The Court first notes that the decision to grant an injunction lies in the discretion of the district court. Prows v. Fed. Bureau of Prisons, 981 F.2d 466, 468 (10th Cir. 1992). The Tenth Circuit has set forth the clearly established requirements that must be met in order for a preliminary injunction to issue.

> To obtain a preliminary injunction, the party requesting such an extraordinary equitable remedy bears the burden of showing: (1) a substantial likelihood of prevailing on the merits; (2) irreparable harm unless the injunction is issued; (3) the threatened injury outweighs the harm that the preliminary injunction may cause the opposing party; and (4) the injunction, if issued, will not adversely affect the public interest."

Fed. Lands Legal Consortium v. United States, 195 F.3d 1190, 1194 (10th Cir. 1999). Having weighed and considered each factor relevant to this analysis, the Court finds that Plaintiffs have met their burden of proving by a preponderance of the evidence that they are entitled to the requested preliminary injunction.

For some requested preliminary injunctions, the moving party has a heightened burden of proof. The heightened burden applies to preliminary injunctions that would disturb the status quo, are mandatory as opposed to prohibitory, or provide the moving party with substantially all the relief the party may recover after a full trial on the merits. SCLC IFC, Inc. v. Visa USA, Inc., 936 F.2d 1096, 1098-99 (10th Cir. 1991). In such instances, the moving party must show that the four factors listed above weigh heavily and compellingly in the movant's favor. Id. The Court finds that, although the declaratory and injunctive relief sought in relation to the purported arbitration award is at the heart of this case, there are other causes of action and remedies

remaining that make it so that this relief does not implicate the heightened burden. However, even if it did apply, the Court finds that Plaintiffs have satisfied the heightened burden that the factors weigh heavily and compellingly in their favor.

B. Findings of Fact and Conclusions of Law.

1. Substantial likelihood of prevailing on the merits.

The Court finds that there is a substantial likelihood that Plaintiffs will prevail on the merits of this case. Although there remain outstanding issues, the Court has granted Plaintiff's Motion to Vacate, and declared the purported arbitration award void and unenforceable. The remaining issues primarily deal with Defendants' actions as they relate to the void and unenforceable purported arbitration award. Although the record on this case is already expansive, the Kamalu Defendants have failed to provide, in their numerous exhibits and arguments presented to the Court, any persuasive or binding legal authority in their favor. Given the Court's findings to this point, Plaintiff's now have an even higher likelihood of prevailing on the merits, both factually and legally.

2. Irreparable harm.

The Court finds that, if the Kamalu Defendants were allowed to pursue enforcement of the purported arbitration award, which has been declared void and unenforceable, during the pendency of this action, Plaintiffs would be subjected to irreparable harm, including potential damage to their credit ratings, and attorneys fees and costs in defending the enforcement of the alleged award. The issuance of the preliminary injunction will prevent said irreparable harm from occurring.

3. Balancing of harms.

The Court finds that the threatened injury that may occur to Plaintiffs absent the issuance of a preliminary injunction outweighs the harm that such an order may cause Defendants Kamalu. The preliminary injunction will preserve the status quo until the relative rights of the parties are finally determined by the Court. There is no harm suffered to Defendants Kamalu by being restrained from enforcing an unenforceable award. Conversely, the potential harm to Plaintiffs is significant, as noted above.

However, to provide for the event that Defendants might prevail on any of the remaining issues, the Court will cause a bond to issue in favor of Defendants in the amount of $1,000.00 to cover any potential lost interest or other costs that would have been otherwise recoverable during the time the preliminary injunction is in effect.

4. Public interest.

The Court finds that the public interest will not be harmed by the issuance of the preliminary injunction and, in fact, will be served by upholding the integrity of the arbitration process and a party's right to judicial determination of claims.

Therefore, the Court finds that all four factors weigh in favor of the granting of a Preliminary Injunction, indeed, heavily and compellingly so. An Order of Preliminary Injunction will issue herewith and will be binding upon the Kamalu Defendants until further notice of this Court.

CONCLUSION

Based upon the above, it is hereby

ORDERED that Defendant Darren Kamalu's March 15, 2004, Motion to Strike is DENIED; It is further

ORDERED that Plaintiffs' March 16, 2004, Motion to Strike Answers of Winston Shrout and of Arbitration Alliance International, LLC, and To Confirm Their Entries of Appearance is GRANTED, the "refusals for cause" filed by Defendants Shroud and AAI are STRICKEN, their entries of appearance are CONFIRMED, and they are ORDERED to respond, in writing, to the merits of Plaintiffs' Complaint within ten (10) days of the entry of this Order; It is further

ORDERED that Defendant Ernell Kamalu's March 25, 2004, Motion to Strike is DENIED; It is further

ORDERED that Plaintiffs' Motion to Vacate Purported Arbitration Award is GRANTED, and the "Award" issued by AAI in favor of Defendant Darren Kamalu and against Plaintiffs is VACATED in its entirety as void, unenforceable and lacking jurisdiction and authority; It is further

ORDERED that Defendant Darren Kamalu's Motion to Confirm is DENIED.

ORDER OF PRELIMINARY INJUNCTION

Based upon the foregoing Findings of Fact and Conclusions of Law, pursuant to Fed. R. Civ. P. 65, for good cause appearing, and until further notice of this Court, it is hereby ORDERED as follows:

Defendants Kamalu and their agents, servants, employees, attorneys, and other persons in active concert or participation with them are immediately and preliminarily enjoined from initiating or in any way proceeding with any enforcement action of any type or nature whatsoever of, on, or relating in any way to the purported arbitration award.

Plaintiffs must post a preliminary injunction bond in the amount of $1,000.00 within ten (10) days of the date of this Order. A corporate bond shall satisfy the requirements of this paragraph.

SO ORDERED.

DATED this 14th day of April, 2004.

BY THE COURT:

TED STEWART
United States District Judge

jmr

United States District Court
for the
District of Utah
April 15, 2004

* * CERTIFICATE OF SERVICE OF CLERK * *

Re: 2:04-cv-00152

True and correct copies of the attached were either mailed, faxed or e-mailed by the clerk to the following:

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